

1 BILL NO. S-82-05- 31

2 SPECIAL ORDINANCE NO. S- 97-82

3 AN ORDINANCE approving and authorizing
4 the execution of an Interlocal Cooperation
5 Agreement by and between the City
6 of Fort Wayne, Indiana and the Fort
7 Wayne Public Transportation Corporation
8 (P.T.C.)

9 WHEREAS, the City of Fort Wayne, Indiana is a municipal
10 corporation organized and existing as a City of the second
11 class pursuant to Indiana law; and

12 WHEREAS, the Public Transportation Corporation is a
13 municipal corporation organized and existing as a public cor-
14 poration pursuant to Indiana law; and

15 WHEREAS, I.C. 36-1-7-1 et seq. authorizes Indiana
16 political subdivisions to exercise powers in joint fashion; and

17 WHEREAS, the City is committed to the development of
18 downtown Fort Wayne, Indiana; and

19 WHEREAS, the Public Transportation Corporation was
20 created by the Common Council of the City of Fort Wayne to further
21 the purposes outlined in I.C. 36-9-4-1 et seq.; and

22 WHEREAS, neither the City of Fort Wayne nor the
23 Public Transportation Corporation acting separately may further
24 the development of downtown Fort Wayne as fully as if both
25 the City of Fort Wayne and the Public Transportation Corporation
26 act together; and

27 WHEREAS, it is advantageous to both the City of Fort
28 Wayne and the Public Transportation Corporation to coordinate
29 their actions so as to further develop downtown Fort Wayne with
30 the resources available to them; and

31 WHEREAS, the utilization of an Interlocal Cooperation
32 Agreement between the City of Fort Wayne and the Public Trans-
portation Corporation will facilitate the development of downtown
Fort Wayne;

1 Page Two

2 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF
3 THE CITY OF FORT WAYNE, INDIANA:

4 SECTION 1. The attached Interlocal Cooperation Agreement
5 "ACREEMENT" made a part hereof by and between the City of Fort
6 Wayne and the Public Transportation Corporation is, in all things
7 and respects, approved and ratified. Two copies of such Agree-
8 ment shall be placed on file with the City Clerk's Office and
9 made available for public inspection.

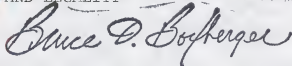
10 SECTION 2. That the Mayor of Fort Wayne, Indiana is
11 hereby given approval and authorized to execute the Agreement
12 between the City of Fort Wayne and the Public Transportation
13 Corporation and cause same to be recorded pursuant to I.C.
14 36-1-7-6.

15 SECTION 3. That this Ordinance shall be in full force
16 and effect upon passage and approval by the Mayor and upon due
17 publication and hearing as deemed required.

18
19 
20 Councilmember

21 APPROVED AS TO FORM

22 ~~AND LEGALITY~~

23 

24 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 5-25-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>5</u>	<u>3</u>	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	<u>X</u>	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT</u>	_____	<u>X</u>	_____	_____	_____
<u>SCHOMBURG</u>	_____	<u>X</u>	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-8-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-97-82 on the 8th day of June, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of June, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11th day of June, 1982, at the hour of 9 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-05-31

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN
ORDINANCE approving and authorizing the execution of an Interlocal
Cooperation Agreement by and between the City of Fort Wayne,
Indiana and the Fort Wayne Public Transportation Corporation
(P.T.C.)

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

MARK E. GIAQUINTA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Janet Bradbury
Benjamin Erisbart
Roy Schomburg

Mark E. Giaquinta

James S. Stier

8-82 CONCURRED IN
DATE CHARLES

Janet Bradbury
Bq. A. Erisbart
Roy Schomburg



A-81-05-21.

The City of Fort Wayne

Office of the Mayor

Charlie:

We will be doing a major presentation tonight on the Interlocal Governmental Agreement with PTC for the funding of the Parking Garage, Transit Mall, and Transfer Points. The presentation will be moderated by Gary Wasson of the Redevelopment Commission, but he will call on various other presentors to do specific parts.

Therefore, please put the following people on the agenda for this evening (I believe the bill is in Mark's Finance Committee):

Gary Wasson, Redevelopment Commission

Richard Wolsfeld, Consultant, PTC

Bob Shryer, General Manager, PTC

Karl Bandemer, Economic Development

David Keller, Attorney

Eric Kuhne, Consultant, Alley Mall

Leonard Weinraub, Redevelopment Commission

Frank Heyman, Controller

Bob Hutner, Hutner's

Bob Mills, Downtown Association

Rod Howard, Howard's

Fred Rice, Building Trades

Jerry Ginther, Ass. Building Contractors

Fred Hunter, Realtor

Ivan Lebamoff, Attorney

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802



We have not yet confirmed all of these people or the exact order in which they will appear. We are meeting with Mark this afternoon to go over the details, and we can give the final list to him. For the meantime, however, we would like all of the names placed on the agenda.

Thanks,

A handwritten signature in dark ink, appearing to be 'Mark Rozeen', followed by a long, sweeping horizontal line that extends to the right.

Mark Rozeen

AGREEMENT

I. RECITALS

WHEREAS, the City of Fort Wayne, Indiana ("City"), is a municipal corporation organized and existing as a city of the second class under Indiana law; and

WHEREAS, the Fort Wayne Public Transportation Corporation ("PTC"), is a municipal corporation organized and existing as a public transportation corporation under Indiana law and operating in the City and its environs; and

WHEREAS, the PTC was created by the Common Council of the City under a statute which provides, in substance, that a public transportation corporation may be organized for the following purposes:

"(A) to relieve traffic congestion in the municipality;

(B) for the proper use of the factories, stores, warehouses, offices, schools, recreational facilities, and other places where members of the general public congregate;

(C) to expand the economic and social opportunities available to residents of the municipality, especially those who cannot freely move about without the services of the system;

(D) maintaining real property values in the municipality; or

(E) providing public housing, redevelopment of blighted areas, and publicly owned offstreet parking facilities."
Indiana Code §36-9-4-5(a)(2), §36-9-11(b).

WHEREAS, the operation of the PTC helps further each of the enumerated purposes; and

WHEREAS, the development of downtown Fort Wayne would assist in furthering each of the enumerated purposes; and

WHEREAS, the City has already made a commitment to the development of downtown Fort Wayne by expending substantial sums of money in various plans looking to the development of downtown Fort Wayne as a commercial, financial, and cultural center; and

WHEREAS, the City is committed to further expenditures for such purposes; and

WHEREAS, the PTC, acting separately, has also made a commitment to the development of downtown Fort Wayne; and

WHEREAS, neither the City nor the PTC acting separately may further the development of downtown Fort Wayne as fully as if the City and the PTC act together; and

WHEREAS, it is advantageous to both the City and the PTC that they coordinate their actions so as to further the development of downtown Fort Wayne to the fullest extent possible with the resources available to them; and

WHEREAS, the firm of BRW has made its Final Report Feasibility Study for the Calhoun Street Transit/Pedestrian Mall, dated January, 1982, which Report was prepared for the Calhoun Street Transit/Pedestrian Mall Proposed Management Board, and the Fort Wayne Public Transportation Corporation, approved by both such agencies, and further approved by the Urban Transportation Advisory Board; and

WHEREAS, said report recognizes that "The spine of the Fort Wayne CBD runs along Calhoun Street; and

WHEREAS, other studies over a period of many years have made substantially similar observations; and

WHEREAS, it is essential to the proper development of a fast, efficient transit system that buses be permitted to move freely along Calhoun Street; and

WHEREAS, the City and the PTC have engaged in discussions and negotiations looking to their mutual cooperation for the purpose of developing downtown Fort Wayne; and

WHEREAS, the results of such discussions and negotiations are embodied hereinafter in terms and conditions that conform to the recommendations set forth in the aforesaid Report and which would further both the statutory purposes to be served by the PTC as hereinabove set forth, and also the objectives of said Report.

NOW, THEREFORE, in consideration of the premises and of the promises and covenants hereinafter set forth, it is agreed by and between the parties as follows:

II. INTERLOCAL COOPERATION

1. This is an agreement for interlocal cooperation pursuant to I.C. ch. 36-17.

2. The agreement shall last for a period of 40 years from the date hereof.

3. The various undertakings hereinafter enumerated shall be financed, staffed and supplied as hereinafter provided.

4. The various undertakings hereinafter enumerated shall be administered by a joint board to be known as the Fort Wayne Downtown Traffic Management Board ("the Board").

5. The Board shall consist of five voting members. Four of said members shall be selected ex officio and shall be as follows:

a) The Chairman of the Board of Public Works of the City;

b) The Parking Administrator of the Fort Wayne Parking Administration;

c) The Chairman of the Board of Directors of the PTC; and

d) The General Manager of the PTC.

Such members shall serve on the Board as long as they hold the designated offices, and they shall be replaced as members of the Board by the persons who replace them in the designated offices.

In the event the Chairman of the Board of Public Works or the Parking Administrator is a member of the Board of Directors of the PTC, he or she shall not serve on the Board. The place of the Chairman of the Board of Public Works shall be taken by another member of said Board of Public Works who is not on the Board of Directors of the PTC, and the place of the Parking Administrator shall be taken by another City employee to be selected by the Mayor. Such member shall not be a member of the Board of Directors of the PTC.

Similarly, in the event the Chairman of the Board of the PTC is an officer or employee of the City, or a member of any board or commission of the City, he or she shall not serve on the Board, but shall be replaced by a member of the Board of Directors of the PTC who has no such connections with the City.

6. The only member of the Board not serving ex officio is hereinafter referred to as "the fifth member of the Board." The first person to be selected as the fifth member of the Board shall serve from the date of the Board's first organizational meeting until the following June 30th. When the fifth member's term expires on the thirtieth day of June, following the first organizational meeting of the Board, his or her successor, and each person thereafter appointed as the fifth member of the Board, shall serve for a period of one year beginning on July 1st of the year of appointment and ending on the following June 30th. The fifth member of the Board shall be appointed in alternate years by the Board of Directors of the PTC and by the Mayor of the City, with the Board of Directors of the PTC appointing the person who first serves as the fifth member.

7. The organization of the Board shall occur when the members hold an organizational meeting at which they shall elect a Chairman and a Secretary, and at which they shall further adopt bylaws, such rules as they deem desirable and a schedule of regular meetings. Thereafter, the Board shall hold an organizational meeting each year during the month in which the first organizational meeting was held for the purpose of electing a Chairman and a Secretary to serve for the following year.

8. The City Controller shall be the first Treasurer of the Board and shall serve as such Treasurer until the first day of January next following his or her appointment. At that time he or she shall be replaced as such Treasurer by the Controller of the PTC. Thereafter each such controller shall serve alternating one year terms as Treasurer of the

Board. The Treasurer shall be a nonvoting member of the Board. He or she shall prepare the budget for the Board each year, within the time limited for the preparation of the budgets for the City and the PTC, and he or she shall maintain the accounts of the Board in a depository to be selected by the Board. Checks drawn on such accounts shall be signed by the Chairman and Treasurer of the Board. The Treasurer shall be authorized to invest the funds of the Board in like manner as the Controller of the City is authorized to invest the funds of the City.

9. The Board shall not employ any persons directly. By the assignment of personnel already in their employ, or under contract, and as requested by the Board, the parties hereto shall make available to the Board the services of attorneys, accountants, engineers, consultants, and other professionals whose services may become necessary. The City's Board of Public Works and Parking Administration shall provide the Board with clerical personnel, custodians, attendants, security personnel, laborers and other non-professional help as determined to be necessary by the Board.

10. The parties shall create an agency to be known as The City Center Parking Garage Advisory Committee ("The Advisory Committee"). The Advisory Committee shall consist of two persons employed by the City and appointed by the Mayor, neither of whom is on the Board of the PTC, and one person employed by the PTC and appointed by the Board of the PTC. All members shall serve at the discretion of the appointing agency. The Advisory Committee shall advise the City Parking Administration concerning the matters hereinafter set forth.

11. In the event the parties do not wish to renew this Agreement upon its termination, insofar as it relates to the Parking Garage hereinafter described in Section III, either party may purchase the Parking Garage from the other at its appraised value as determined by a panel of three

appraisers, each of whom shall bear the designation of A.I.A. Each party shall select one of such appraisers, and the two appraisers so selected shall select the third.

The City shall have the right to determine whether it wishes to purchase the Parking Garage before the PTC makes such a determination. In the event neither party wishes to purchase the Parking Garage, it shall be sold as the law then in effect provides for the sale of other public buildings.

12. In the event the parties do not wish to renew this Agreement upon its termination, insofar as it relates to the Transfer Points, hereinafter described in Section V, the PTC may purchase the interest of the City in the real estate upon which the transfer facilities are constructed by paying the City the sum of \$1.00 for each such parcel of real estate. In the event the PTC does not wish to purchase such real estate, or either of such parcels, then the transfer facilities and underlying real estate shall be sold under the provisions of the law then governing the sale of public buildings and the proceeds, after the expenses of sale, shall be paid to the parties in the same proportion as the appraised value of their respective interest in the property (the underlying real estate in the case of the City and the transfer facilities in the case of the PTC) bear to the total appraised value of the underlying real estate and the transfer facilities.

13. After the expiration of this Agreement, the parties may renew this Agreement in whole or in part.

III. PARKING GARAGE

1. The City owns the south half of the block bounded by Washington Boulevard on the north, by Clinton Street on the east, by Jefferson Street on the south, and by Calhoun Street on the west. The real estate in question is more precisely described in Exhibit A attached hereto and made a part hereof.

2. The City has spent \$500,000 for the acquisition of the above-described real estate and on demolition and clearance so as to make said real estate available for construction purposes.

3. It is contemplated that a parking garage ("the Parking Garage") will be built on said real estate pursuant to plans presently being prepared by Gibson, Tourney and Kim, Inc., architects employed by the City to prepare such plans. Said plans shall include heated rest rooms and waiting rooms for PTC passengers. It is further contemplated that the Parking Garage will have space for approximately 600 vehicles, and that the total construction costs will approximate \$4,000,000.

4. The City has obtained \$1,800,000 as a grant from the Economic Development Administration for the construction of the Parking Garage, and the City further proposes to contribute \$200,000 of block grant money to such construction.

5. The PTC is planning to issue and sell general obligation bonds for certain purposes. An amount of such bonds, not to exceed \$2,000,000 shall be used to pay for the remaining portion of the cost of construction of the parking garage.

6. Bids for the construction of the Parking Garage shall be let by the Board of Public Works of the City.

7. As construction draws are presented for payment, they shall be paid by the City, assuming that there is no question as to the contractor's entitlement to such payments. Any such questions shall be resolved in the same manner as other questions concerning a contractor's entitlement to payment for services performed or materials provided in connection with the construction of a public building.

8. The City shall take the necessary steps to cause the title to the above-described real estate and the Parking Garage to be held by the City and by the PTC as tenants in

common, each owning a 50% interest. The City shall lease from the PTC the interest of the PTC in the Parking Garage.

9. The Board shall be responsible for the operation of the Parking Garage, including by way of illustration and not of limitation, the establishment of rates, the determination of the hours of operation, the promulgation of rules for the operation of vehicles within the Parking Garage, the assignment of security personnel to provide for the safety of patrons of the Parking Garage and to assist in providing safe and expeditious ingress and egress during rush hours, the assignment of custodial service for the Parking Garage, and the performance of such upkeep and repairs as the Board of Public Works shall determine are to be performed by employees of the City and not by outside contractors.

10. The Board shall maintain the Parking Garage in a good state of repair, subject to the deterioration of normal wear and tear, damage caused by the elements and damages caused by the negligence of either or both parties. If damage or the deterioration of normal wear and tear effect the Parking Garage to such an extent that it is not in good repair, the Board shall report such fact to the Board of Public Works of the City, which Board of Public Works shall either enter into a contract for the necessary repairs or make such repairs using its employees. To the extent the cost of any such repairs is not covered by insurance proceeds said Board of Public Works shall pay for such repairs from the revenues of the Parking Garage and other parking facilities, provided, however, that the revenues of the Parking Garage may not be used for such repairs until after the annual payments to the PTC of \$100,000, as hereinafter provided, and after the payment of the operating expenses of the Parking Garage.

11. To encourage the overall development of downtown Fort Wayne, it is contemplated that the Parking Garage shall supplement the services provided by the PTC rather than offer a form of competition to such services. To this end,

the space in the Parking Garage will not be leased on a daily or monthly basis with the exception of spaces which may be made available by the Board in such numbers as it deems appropriate for the use of the Convention and Tourism Authority of the City, of the PTC, and of hotels in the downtown area. The Board may make additional leases upon a daily or monthly basis, but only after a survey, the result of which shall be made a matter of public record in the offices of the Board showing the financial significance to the Board of the revenues expected from such leases and the anticipated effect, if any, upon the number of riders carried by the PTC. No such additional leases may be assigned or subleased, nor shall they have a term in excess of one year. In establishing reasonable rates for the Parking Garage as required by statute, the Board shall give consideration to setting rates that will encourage the use of the garage by persons coming to downtown Fort Wayne during times when there is no bus service.

12. The Board shall maintain insurance including property damage insurance, public liability insurance, fire insurance, insurance against the elements, plate glass insurance, theft insurance, and such other insurance as may be necessary to protect both the City and the PTC from damage to, or the destruction of, the Parking Garage, and further to protect both the City and the PTC from claims by third parties while using the Parking Garage, or the adjacent streets and sidewalks. Such insurance shall be in an amount to be determined by the Board, but in no way shall such amount be less than the usual and ordinary amount for like facilities.

13. Each year, the City shall pay the first \$100,000 of revenues from the Parking Garage to the PTC as rent for the use of the PTC's interest in the Parking Garage. The next revenues shall be used for the payment of operating costs, which shall include the cost of maintenance and upkeep, utility costs, the costs of insurance, expenses for

advertising and otherwise promoting the Parking Garage, and other day to day costs of operating and maintaining the Parking Garage, but not including the cost of employees made available to the Board as provided in Paragraph Number 9 of that part of this Agreement entitled "Local Cooperation."

14. The annual rental payments of \$100,000 to the PTC shall be made monthly in twelve equal installments of \$8,333.33 each, except for the last installment each year which shall be in the sum of \$8,333.37. Such payments shall be made to the PTC no later than the tenth day of each month, and each such payment shall be treated as a post payment of rent for the immediately preceding month. Provided, however, that during the first twelve months after the Parking Garage is opened, no such monthly payments need be made, but the City may pay the PTC the entire \$100,000 falling due during such period, or so much as it has not previously paid, no later than the tenth day of the first month following the expiration of such twelve month period. The annual payments of \$100,000 shall be prorated during the last year of operation under this agreement so that the City shall pay the PTC the sum of \$8,333.33 for each full month the Parking Garage is in operation during such year. In the event the last month of operation during such time is not a full month, the City shall pay the PTC a sum which bears the same proportion to \$8,333.33, as the number of days the Parking is in operation during the month bears to the total number of days in the month.

For purposes of this Paragraph Number 14, the Parking Garage shall be considered in operation at all times after it is first opened to the public, or to any of the lessees hereinabove identified provided, however, that in the event the Parking Garage is damaged so severely that no vehicles may be parked in it for a period of 90 consecutive days or longer, rent under this paragraph shall abate. The City shall resume the payment of rent only when the Parking Garage is reopened for the parking of vehicles. In the

event the first month of operation after the reopening is not a full month, the City shall pay a figure apportioned as hereinabove provided for the payment of rent during the last month of operation under this lease if said month is not a full month.

15. In the event there are not sufficient net revenues to permit the payment of \$100,000, from the operation of the Parking Garage to the PTC in monthly installments as aforesaid, the City shall make up the deficit with funds derived from:

a) The past operation of the Parking Garage including monies from the general fund in an amount equal to any amount previously paid from the operation of the Parking Garage into the general fund less any such amount previously withdrawn from the general fund and applied for the payment of rent to the PTC for the use of its interest in the Parking Garage;

b) The operation of other parking facilities by the City; or

c) Parking meter receipts.

Any delinquencies shall accrue interest from the date the payment should have been made until the date of payment. Interest shall be computed at the rate of 102% of the prime rate charged during the delinquency by the bank in which the City deposits the greatest amount of funds during such period.

16. The next \$25,000 of net revenues, after the payment of the \$100,000 in monthly installments as aforesaid, shall be paid to the City. Said payment may be made annually for the preceding year beginning no later than the tenth day of the month following the twelfth full month of operation. Payments for the remainder of the year during which such payment is made shall be made no later than the tenth of the next succeeding January on the basis of

\$2,083.33 per month, prorated for any partial month as provided in Paragraph Number 14 hereof. Thereafter, such payments may be made no later than the tenth day of each January. During the last year of operation of the Parking Garage, the payments to the City shall be subject to the same provisions for prorating as are set forth in Paragraph Number 14 hereof, concerning payments to the PTC. In the event there are not sufficient net revenues to permit such payments, the City shall be paid the deficiency from future net revenues of the Parking Garage. Such payments shall be made only from any surplus of future net revenues over the amount necessary to make the monthly payments to the PTC as hereinabove provided.

Any delinquencies shall accrue interest from the date the payment should have been made until the date of payment at the rate of 102% of the prime rate charged during the delinquency by the bank in which the City deposits the greatest amount of funds.

17. After the distributions of net revenues during such period hereinabove described, any net revenue for a particular year remaining as of December 31st of that year shall be distributed no later than January 15th of the following year as follows:

a) During each of the first five years of operation, including the first partial year of operations beginning on a date other than January 1st, the City shall receive 75% and the PTC 25%;

b) During each of the next five years of operation, the City shall receive 60% and the PTC 40%; and

c) During each of the remaining years of this agreement, each party shall receive 50%.

IV. DOWNTOWN MALL

1. For many years both the City and the PTC have contemplated the construction of a mall on Calhoun Street as

a means of tying together downtown development and enhancing the attractiveness of downtown facilities to persons considering their use. Such a mall is impracticable without the participation of both the City and the PTC.

2. The PTC has applied for federal funding for the mall and it shall use its best efforts to obtain such funding. To assist the PTC in obtaining such funding, the City shall provide a total of \$629,000 to the funding for the mall, representing the funds required to be made available by local sources in order to obtain the federal funding. Such funds shall be used for the preliminary engineering relocation of utilities.

3. In the event it is successful in obtaining such federal funding, the PTC shall begin construction of the mall as quickly as possible after the City has completed the preliminary engineering and the relocation of utilities necessary before construction can begin.

V. TRANSFER POINTS

1. It is an integral part of the proposed downtown development that transfer points be developed for PTC riders at both the north and the south end of the Central Business District. The need for such transfer points is recognized in the aforesaid study by BRW.

2. The City shall condemn that certain real estate owned by the Norfolk & Western Railroad and leased to the City for use as a parking lot along Superior Street in the block bordering on the west by Calhoun Street and on the east by Clinton Street, and said real estate shall be leased by the City to the PTC at a rent of \$1.00 per year, payable no later than the 5th day of January of each year for the duration of the agreement. The PTC shall build a transfer facility on said real estate. A legal description of said real estate is attached hereto, incorporated herein and identified as "Exhibit A."

3. The City shall condemn that certain real estate presently owned by Corrail and Lincoln National Corporation

and situated at the southwest corner of the intersection of Calhoun Street and Baker Street. Said real estate shall be leased by the City to the PTC at a rental of \$1.00 per year for the duration of this agreement. The PTC shall build a transfer facility on said real estate. A legal description of said real estate is attached hereto, incorporated herein and identified as "Exhibit B."

4. The City shall provide a total of \$146,000 for use in the acquisition and construction of the transfer points. The monies expended by the City for the condemnation of the transfer points shall be considered as the funds required to be made available by local sources in order to obtain federal funding for the transfer points.

VI. SNOW REMOVAL

The City shall provide snow removal service for the transfer points and for the PTC parking lot on the Leesburg Road. The City and the PTC shall work together to plan PTC routes so that they bear such a relationship to snow emergency routes as to facilitate the removal of snow from PTC routes, and the City agrees to remove the snow from routes with the highest possible priority under weather and traffic conditions as they may exist from time to time.

VII. PASS SUBSIDY

1. It is recognized by both the City and the PTC that it is essential to the development of downtown Fort Wayne that fast and efficient transit service be available to persons employed downtown and that such persons take advantage of the transit service in large numbers.

2. To this end, the City promises it will use its best efforts to negotiate with the unions representing City employees whose places of work are in downtown Fort Wayne to include a pass subsidy program and the City further agrees that it shall pay such proportion of the fare of employees using such program as is paid by private employers.

VII. CONCLUSION

The above instrument has been drafted to govern the relationship between the City and the PTC as it relates to downtown development over a long period of time. The promises and covenants herein contained are made by each side as consideration for the promises and covenants of the other side, with regard to each of the various items covered herein, and are not to be construed as relating solely to the particular title under which they are respectively stated.

However, it is recognized that for financial reasons, possible legal complications, including by way of illustration and not of limitation, decisions of a court or administrative agency; or other matters over which the parties have not control; political reasons including by way of illustration and not of limitation, failure to obtain necessary approval from the Common Council of the City; or financial reasons, including by way of illustration and not of limitation, an inability to sell bonds at an interest rate acceptable to the Board of Directors of the PTC, it may not be possible for the parties to carry out this agreement in its entirety. Neither party shall be responsible to the other for its failure to perform its obligations hereunder, in whole or in part, because of matters over which it has no control.

In the event either party is prevented from carrying out any of the obligations herein placed upon it by reason of matter beyond its control, the failure to perform any such obligation shall not operate to excuse the other party from providing the obligations herein imposed on it. However, if in the judgment of the parties, so much of the agreement is rendered incapable of performance because of matters beyond the parties' control that, in the opinion of the parties, substantial performance is no longer possible on the part of either party, or both parties, then the parties may mutually rescind this Agreement.

Dated this 18th day of May, 1982.

FORT WAYNE PUBLIC
TRANSPORTATION CORPORATION

BY: C. Lockwood Marine

C. Lockwood Marine
Chairman of the Board

ATTEST:

Ann Colone
Ann Colone
Secretary

CITY OF FORT WAYNE

BY: Winfield C. Moses, Jr.

Winfield C. Moses, Jr.
Mayor

ATTEST:

Charles W. Westerman
Charles W. Westerman
City Clerk





**Fort Wayne
PUBLIC
TRANSPORTATION
CORPORATION**

801 Leesburg Road
Fort Wayne, IN 46808
219 432-4977

May 26, 1982

Mr. Charles Westerman
City Clerk
One Main Street
Fort Wayne, IN 46802

Dear Mr. Westerman:

Enclosed please find Exhibits A and B of the Interlocal cooperation agreement between the Fort Wayne Public Transportation Corporation (PTC) and the City of Fort Wayne, Indiana.

The Exhibits contain the legal descriptions of the parcels of land to be obtained for the proposed off-street transfer facilities. The legal descriptions were prepared by Bonar and Associates, Fort Wayne, Indiana.

If you have any questions regarding this information, please contact me at 432-4977.

Sincerely,

FORT WAYNE PUBLIC TRANSPORTATION CORPORATION

A handwritten signature in dark ink, reading 'Robert J. Schreier'. The signature is fluid and cursive, with the first name 'Robert' and last name 'Schreier' clearly legible.

Robert J. Schreier
General Manager

RJS/TGB/jb

Enclosures

cc: Timothy G. Biltz, Director of Development
David B. Keller, Corporate Attorney

EXHIBIT A
PUBLIC TRANSPORTATION CORPORATION
CALHOUN STREET
PROPOSED TRANSFER STATION NORTH

NORFOLK & WESTERN RAILWAY COMPANY PROPERTY

LEGAL DESCRIPTION

A parcel of land in the Original Plat of the City of Fort Wayne, County of Allen, State of Indiana, more particularly described as follows:

Lot 20, except the northerly 45 feet; Lot 21, except the northerly 45 feet of the westerly 40 feet and the northerly 21.6 feet of the easterly 20 feet and the southerly 30.7 feet of the northerly 52.3 feet of the easterly 2.0 feet; Lot 22, except the northerly 52.3 feet of the westerly 26.1 feet; and all of Lots 23, 24 and 25; including a 5-foot vacated alley between Lots 22 and 23, containing 0.775 acres more or less and subject to all legal easements of record.

10

218 70° MEAS
218 90° PLAT

CALHOUN STREET

EXHIBIT

CLINTON STREET

766

NORFOLK & WESTERN RAILWAY COMPANY
(ELEVATION)

■ DENOTES 3/4" # PIN SET

NORFOLK & WESTERN RAILWAY COMPANY PROPERTY
LEGAL DESCRIPTION

A parcel of land in the Original Plat of the City of Fort Wayne, County of Allen, State of Indiana, more particularly described as follows:

Lot 20, except the northerly 45 feet; Lot 21, except the northerly 45 feet of the westerly 40 feet and the northerly 21.6 feet of the easterly 20 feet and the southerly 30.7 feet of the northerly 52.3 feet of the easterly 2.0 feet; Lot 22, except the northerly 52.3 feet of the westerly 26.1 feet; and all of Lots 23, 24 and 25; including a 5-foot vacated alley between Lots 22 and 23, containing 0.775 acres more or less and subject to all legal easements of record.

The undersigned hereby certifies that he is a land Surveyor licensed in compliance with the laws of the State of Indiana and this correctly represents a survey completed by the undersigned on March 2, 1952, that all markers type and material are accurately shown.

Ronald L. Bonar, L.S. #12057

BONAR
 & ASSOCIATES, INC.

ENGINEERING
SURVEYING
PLANNING

616 SOUTH HARRISON STREET
FORT WAYNE, INDIANA 46802

PUBLIC TRANSPORTATION CORPORATION
CALHOUN STREET
PROPOSED TRANSFER STATION NORTH

Scale
1" = 20'

Drawing No.

8203

EXHIBIT B

PUBLIC TRANSPORTATION CORPORATION

CALHOUN STREET

PROPOSED TRANSFER STATION - SOUTH

LEGAL DESCRIPTION

LINCOLN NATIONAL LIFE INSURANCE COMPANY

0.45 + ACRE TRACT

Lots Numbered 1, 2 and 3 along with the East 5 feet of the vacated north/south alley adjoining on the west; and along with the North 4 feet of the vacated east/west alley adjoining on the south of Lot Numbered 1, all in Baker's Addition to the City of Fort Wayne, as recorded in Deed Record 31, Page 20, in the Office of the Recorder of Allen County, Indiana; containing 0.45 + acres and subject to easements of record.

LEGAL DESCRIPTION

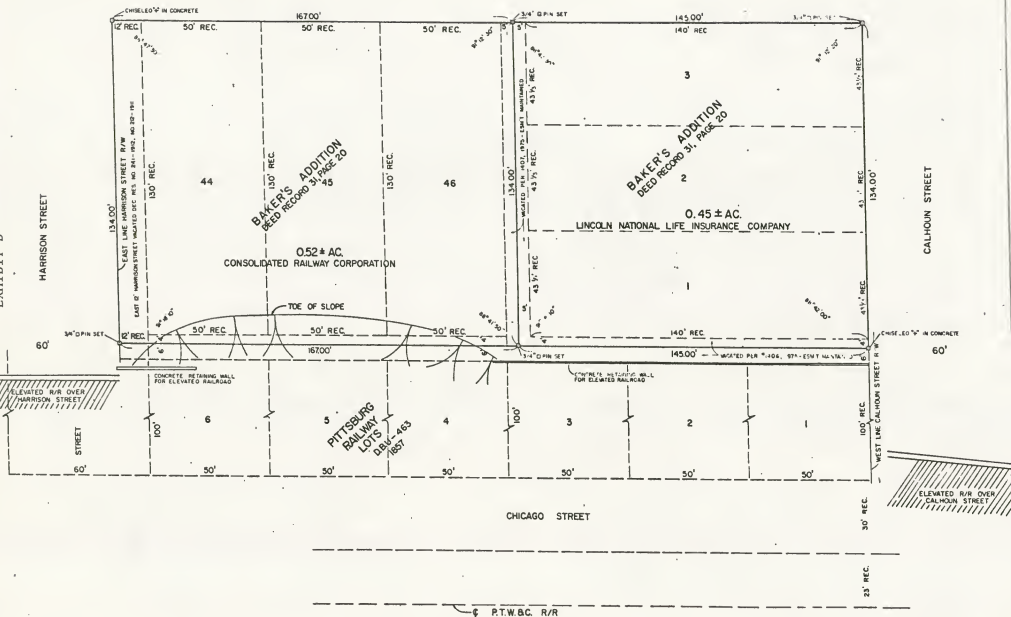
CONSOLIDATED RAILWAY CORPORATION

0.52 + ACRE TRACT

Lots Numbered 44, 45 and 46, along with the West 5 feet of the vacated north/south alley adjoining on the east side of Lot Numbered 46; along with the North 4 feet of the vacated east/west alley adjoining on the south, all in Baker's Addition to the City of Fort Wayne, as recorded in Deed Record 31, Page 20, in the Office of the Recorder of Allen County, Indiana; along with the East 12 feet of vacated Harrison Street between the south right-of-way line of Baker Street and the north boundary of Pittsburg Railway Lots; said vacation per Declaratory Resolution 241 (1912) and 212 (1911); containing 0.52 + acres and subject to easements of record.

BAKER STREET

60'



NOTE:

FOR DETAILED TOPOGRAPHICAL INFORMATION
SEE TOPOGRAPHIC MAP BY BONAR & ASSOC., INC.
DATED 1-7-82, DRAWING NO. 10-701

LEGAL DESCRIPTION
LINCOLN NATIONAL LIFE INSURANCE COMPANY
0.45 ±-ACRE TRACT

Lots Numbered 1, 2 and 3 along with the East 5 feet of the vacated north/south alley adjoining on the west; and along with the North 4 feet of the vacated east/west alley adjoining on the south of Lot Numbered 1, all in Baker's Addition to the City of Fort Wayne, as recorded in Deed Record 31, Page 20, in the Office of the Recorder of Allen County, Indiana; containing 0.45 ± acres and subject to easements of record.

LEGAL DESCRIPTION
CONSOLIDATED RAILWAY CORPORATION
0.52 ±-ACRE TRACT

Lots Numbered 44, 45 and 46, along with the West 5 feet of the vacated north/south alley adjoining on the west side of Lot Numbered 46; along with the North 4 feet of the vacated east/west alley adjoining on the south, all in Baker's Addition to the City of Fort Wayne, as recorded in Deed Record 31, Page 20, in the Office of the Recorder of Allen County, Indiana; along with the East 12 feet of vacated Harrison Street between the south right-of-way line of Baker Street and the north boundary of Pittsburg Railway Lots; said vacation per Declaratory Resolutions 241 (1912) and 212 (1911); containing 0.52 ± acres and subject to easements of record.

It appears that Lincoln National Life Insurance Company occupies the entire vacated alley to the west and south as evidenced by the paved surface and utilization as part of their parking lot. The proper procedure for an alley within a common plat is to divide the alley in half to each adjoining property owner; and if the alley is not within a common plat, then it is split according to the original adjoining plats. Therefore, it appears that the boundary would be as shown on this survey.

The undersigned hereby certifies that he is a Land Surveyor licensed in compliance with the laws of the State of Indiana and this correctly represents a survey completed by the undersigned on April 16, 1982, that all markers type and material are accurately shown.

Ronald L. Bonar, L.S. #12057

BONAR
& ASSOCIATES, INC.

ENGINEERING
SURVEYING
PLANNING
616 SOUTH HARRISON STREET
FORT WAYNE, INDIANA 46802

Title

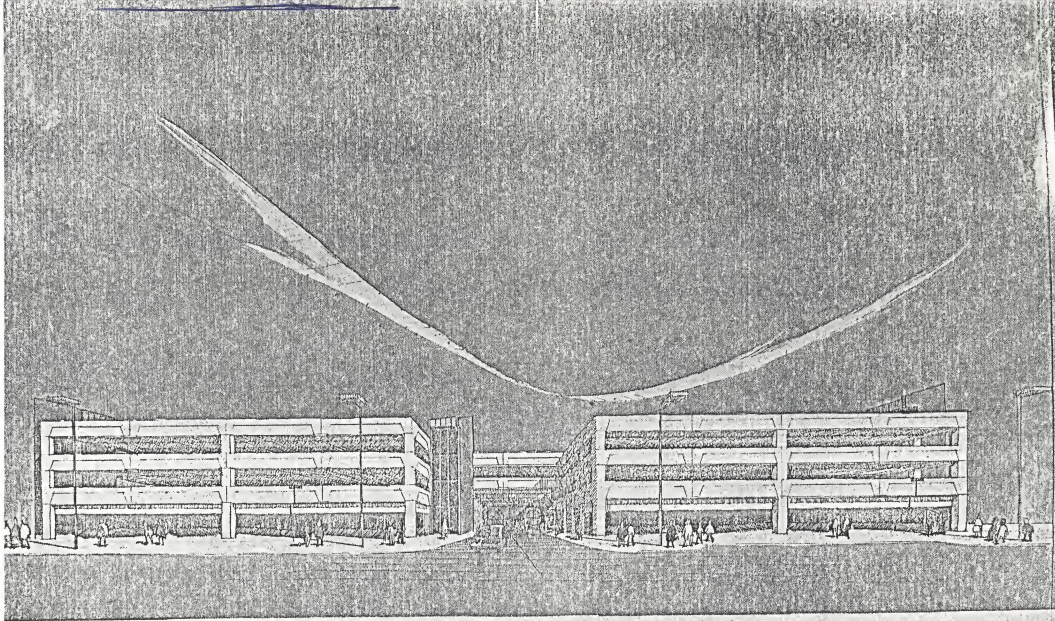
PUBLIC TRANSPORTATION CORPORATION
CALHOUN STREET
PROPOSED TRANSFER STATION - SOUTH

Scale

1" = 20'

Drawing No.

00-0126



PROJECTED CIVIC CENTER PARKING GARAGE REVENUES

PHASE II -- 600 SPACES

#SPACES		1ST THRU 4TH YR.	5TH THRU 10TH YR.	
200	CONVENTION CENTER @ \$50 PER MONTH	120,000.00	182,000.00	(1)
200	HOTEL	72,000.00	72,000.00	
200	TRANSIENT PARKERS 75% OF 200 SPACES x \$3.00 PER DAY	164,250.00	310,250.00	(2)
	TOTAL REVENUE	<u>356,250.00</u>	<u>564,250.00</u>	

(1) \$5.00 PER SPACE 182 DAYS OF YEAR

(2) 85% OCCUPANCY = 170 SPACES x \$5.00 PER DAY

REVENUE PER SPACE

THESE ARE CONSERVATIVE FIGURES, NOT
TAKING INTO ACCOUNT RATE INCREASES THAT WILL
DOUBLE WHEN THE DOWNTOWN IS COMPLETED. IN
THE LAST FIVE YEARS PARKING RATES HAVE IN-
CREASED 100% TO 333%.

PROJECTED CIVIC CENTER PARKING GARAGE EXPENSES

PHASE II - 600 SPACES

SALARIES	45,000.00
UTILITIES	11,100.00
MAINTENANCE CONTR.	2,080.00
SUPPLIES	1,200.00
REPAIR PARTS	2,000.00
HOUSEHOLD & LAUNDRY	5,000.00
SNOW REMOVAL	2,000.00
OFFICE EXPENSE	500.00
INSURANCE	10,000.00
TOTAL EXPENSES	<u>\$ 78,880.00</u>

NOTE:

- EXPENSES SHOULD REMAIN CONSISTENT THROUGH THE 4TH YEAR. THE REVENUE PROJECTIONS WOULD CALL FOR AN INCREASE IN EXPENSES IN THE 5TH YEAR OF APPROXIMATELY \$20,000 WHICH WOULD BE ADDITIONAL MAINTENANCE PERSON PLUS CLEANING SUPPLY INCREASE.
- 1981 BUDGET FOR PHASE I IS \$106,005.00. ACTUAL EXPENSES FOR 1981 HAVE BEEN \$59,341.00 OR 56% OF PROJECTION.
- I WOULD SUGGEST 5-7% OF REVENUE YEARLY BE SET ASIDE FOR CONSTRUCTION REPAIRS.

1st THRU 4th YEAR:

REVENUE \$ 356,250

EXPENSES 78,880

PROFIT \$ 277,370

5th THRU 10th YEAR:

REVENUE \$ 564,250

EXPENSES 98,880

PROFIT \$ 465,370

EXPENSES TO DATE 12/31/81

		1	2	3	4
		Civic	Indiana Bank	Parking	
		Garage	Garage	Administration	
Acct. # - Name					
4111 - Wages		27,360.75	29,591.21	78,859.88	
4212 - Postage		20.00	40.00	56.18	
4213 - Travel		0.00	0.00	280.01	
4214 - Telephone		1,050.92	410.40	651.61	
4220 - Water & Sewer		251.97	0.00	0.00	
4221 - Electric		11,914.16	4,616.89	0.00	
4241 - Tickets		1,782.46	66.20	0.00	
4251 - Repair Buildings		595.79	1,183.99	0.00	
4252 - Repair Equipment		3,123.63	5,142.47	0.00	
4265 - Construction		763.91	56.13	750.00	
4272 - Janitor		2,060.54	330.69	661.39	
4321 - Gas		382.69	625.30	2,501.20	
4322 - Oil		6.00	12.00	24.48	
4323 - Tires		0.00	0.00	149.24	
4331 - Household		1,128.74	337.66	0.00	
4362 - Stationary		182.21	182.21	182.22	
4363 - Other Offices		78.60	200.14	0.00	
4426 - Paint		120.40	17.83	0.00	
4430 - Repair Parts		625.68	959.67	6,000.00	
4440 - Other Mat.		0.00	362.46	0.00	
4510 - Ins.		4,963.87	6,700.00	70.62	
4520 - Rents		0.00	74,999.04	22,920.00	

		1	2	3	4
		Civic	Indiana	Parking Administration	
1	4540 - Clothing	0.00	0.00	208.75	
2	4620 - PERF & FICA	2,412.95	2,195.64	6,369.51	
3	4621 - Taxes	0.00	23,272.41	634.00	
4	4623 - Unemployment	0.00	0.00	0.00	
5	4722 - Motor Equipment	0.00	0.00	9,300.00	
6	4726 - Other Equipment	505.78	570.00	825.00	
7	TOTALS	59,341.05	151,872.34	130,444.09	
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		1	2	3	4
		Civic	City	Parking	Totals
		Garage	Garage	Administration	
1					
2	Revenue (12-31-81)	208,100.84	113,191.56	194,202.11	515,494.51
3					
4	Operational Expenses (12-16-81)	59,341.05	151,872.34	180,444.09	391,657.48
5					
6					
7	Profit or (Loss)	148,759.79	(38,680.78)	63,758.02	173,837.03
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14	Note: There is \$74,000.00 yet to pay on Debt Retirement at CCPG for 1981.				
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PARKING ADMINISTRATION

City Parking Garage

Income 1979	\$ 90,530.48
1980	103,245.40
Expenses 1979	\$ 197,165.93
1980	182,035.67
Loss 1979	\$ 106,635.48
1980	78,820.27

Parking Meters and Lots

Income 1979	\$ 193,268.87
1980	199,945.74
Expenses 1979	\$ 117,754.09
1980	103,165.10
Profit 1979	\$ 80,514.78
1980	96,780.64

PARKING ADMINISTRATION

City Parking Garage

Income 1979	\$ 90,530.48
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Income 1979	\$ 198,268.87
1980	199,945.74
Expenses 1979	\$ 117,754.09
1980	103,165.10
Profit 1979	\$ 80,514.78
1980	96,780.64

Whereas the plight of those less fortunate is of primary concern for a caring society;

And whereas human suffering, whether individually or as a group, must not go unnoticed by civilized individuals;

And, whereas, this community has recently been subjected to the wrath of nature and its consequences and therefore can better understand pain and heartbreak;

And, whereas, those individuals, who through act and deed, attempt to alleviate such conditions and, therefore, perform roles which express the highest and greatest good men and women are capable of displaying.

And, whereas, one such individual ~~with~~ who has demonstrated the effect of such deeds by relieving the burden of the poor, the homeless, the sick and the troubled will soon be in our midst,

Therefore, be it resolved that the Common Council of the City of Fort Wayne extend its welcome, gratitude and blessing to Mother - Theresa and spreads across the pages of its official records, its heartfelt thanks for making this world a better place in which to live.

may I read either the Whereas or the Therefore? (I suggest that Sam Tabacco present it to Her on Sunday.?)



The City of Fort Wayne

OFFICE OF THE CITY CLERK

Charles W. Westerman, Clerk — Room 122

June 11, 1982

Ms. Judy High
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. High:

Please give the attached full coverage on the dates of
June 16, 1982 and June 23, 1982, in both the News Sentinel
and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. Z-82-05-13
Zoning Map Ordinance No. Z-13-82

Bill No. Z-82-05-12
Zoning Map Ordinance No. Z-12-82

Bill No. S-82-05-16
Special Ordinance No. S-98-82

Bill No. S-82-05-31
Special Ordinance No. S-97-82

Please send us 16 copies of the Publisher's Affidavit from
both newspapers.

Thank you.

Sincerely,

Charles W. Westerman
Charles W. Westerman
City Clerk

CWW/ne
ENCL: 1

LEGAL NOTICE

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. Z-82-05-13 -- Zoning Map Ordinance No. Z-13-82 -- AN ORDINANCE to correct a Scrivernor's Error in Bill No. Z-81-08-22

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. Z-82-05-12 -- Zoning Map Ordinance No. Z-12-82 -- AN ORDINANCE to correct a Scrivenor's Error in Bill No. Z-82-01-05

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. S-82-05-16 -- Special Ordinance No. S-98-82 -- AN ORDINANCE amending Article IX of the Code of the City of Fort Wayne, Indiana of 1974 by making certain amendments and deletions thereto

Notivir is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. S-82-05-31 -- Special Ordinance No. S-97-82 -- AN ORDINANCE approving and authorizing the execution of an Interlocal Cooperation Agreement by and between the City of Fort Wayne, Indiana and the Fort Wayne Public Transportation Corporation (P.T.C)

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana do hereby certify that Bill No. Z-82-05-13 -- Zoning Map Ordinance No. Z-13-82; Bill No. Z-82-05-12 -- Zoning Map Ordinance No. Z-12-82; Bill No. S-82-05-16 -- Special Ordinance No. S-98-82 and Bill No. S-82-05-31 -- Special Ordinance No. S-97-82 were passed by the Common Council on the 8th day of June, and said Ordinances were signed and approved by the Mayor on the 11th day of June, 1982, and remains on file and on record in my office.

Copies of Bill No. Z-82-05-13-- Zoning Map Ordinance No. Z-13-82; Bill No. Z-82-05-12 -- Zoning Map Ordinance No. Z-12-82; Bill No. S-82-05-16 -- Special Ordinance No. S-98-82 and Bill No. S-82-05-31 -- Special Ordinance No. S-97-82 will be posted for reading in the following places in Fort Wayne, Allen County, Indiana.

- (1) The main floor of the City-County Building
- (2) The bulletin board in the lobby of Downtown Fort Wayne Public Library
- (3) The bulletin board in the lobby at the East door of the Allen County Court House

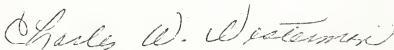
Copies of Bill No. Z-82-05-13 -- Zoning Map Ordinance No. Z-13-82;
Bill No. Z-82-05-12 -- Zoning Map Ordinance No. Z-12-82; Bill No.
S-82-05-16 -- Special Ordinance No. S-98-82 and Bill No. S-82-05-31 --
Special Ordinance No. S-97-82 will be available for reading in the
following places in Fort Wayne, Allen County, Indiana

- (1) Reference Room in the north end of the
main floor in said Downtown Public Library
- (2) The Journal of the Common Council Proceedings
in the Office of the City Clerk of Fort
Wayne, Indiana



Charles W. Westerman
City Clerk

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana,
fulfilled and posted the above ordinances in the designated places
as stated on June 16, 1982.



Charles W. Westerman
City Clerk

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head	number of lines	1
Body	number of lines	101
Tab	number of lines	2
Total number of lines in notice		104

COMPUTATION OF CHARGES

104 lines, 1 columns wide equals 104 equivalent lines at .300¢ \$ 31.20
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two) 14 extra 7.00

TOTAL AMOUNT OF CLAIM. \$ 38.20

DATA FOR COMPUTING COST

Width of single column 9.6 picas Size of type 6 point
Number of insertions 2 Size of quad upon which type is cast 6

Pursuant to the provision and penalties of Ch. 89, Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Arvilla Dewald

Title CLERK

82

904

PUBLISHER'S AFFIDAVIT

State of Indiana
Allen County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned, ARVILLA DEWALD, who, being duly sworn, says

that she is, CLERK of the JOURNAL-GAZETTE

a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE INDIANA town

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two times, the dates of publication being as follows: 6/16 - 6/23/82

Subscribed and sworn to before me this 23rd day of June 1982

My commission expires November 29, 1985

LEGAL NOTICE

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. Z-82-05-13 - Zoning Map Ordinance No. Z-13-82 - AN ORDINANCE to correct a scrivener's error in Bill No. Z-81-08-22

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. Z-82-05-12 - Zoning Map Ordinance No. Z-12-82 - AN ORDINANCE to correct a scrivener's error in Bill No. Z-81-01-05

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. S-82-05-31 - Special Ordinance No. S-98-82 - AN ORDINANCE amending Article IX of the Code of the City of Fort Wayne, Indiana of 1974 by making certain amendments and deletions thereto

Notice is hereby given that on the 8th day of June, 1982, the Common Council of the City of Fort Wayne, Indiana, in Regular Session did pass the following Bill No. S-82-05-31 - Special Ordinance No. S-97-82 - AN ORDINANCE approving and authorizing the execution of an Interlocal Cooperation Agreement by and between the City of Fort Wayne, Indiana and the Fort Wayne Public Transportation Corporation (P.T.C.)

(1) Charles W. Westernman, Clerk of the City of Fort Wayne, Indiana do hereby certify that Bill No. Z-82-05-13 - Zoning Map Ordinance No. Z-13-82 and Bill No. Z-82-05-12 - Zoning Map Ordinance No. Z-12-82

Ordinance No. S-98-82 and Bill No. S-82-05-31 - Special Ordinance No. S-97-82 were passed by the Common Council on the 8th day of June, and said Ordinances were signed and approved by the Mayor on the 11th day of June, 1982, and are now on file and in record in my office.
Copies of Bill No. Z-82-05-13 -

Zoning Map Ordinance No. Z-13-82; Bill No. Z-82-05-12 - Zoning Map Ordinance No. Z-12-82; Bill No. S-82-05-16 - Special Ordinance No. S-98-82 and Bill No. S-82-05-31 - Special Ordinance No. S-97-82 will be posted for reading in the following places in Fort Wayne, Allen County, Indiana:
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Copies of Bill No. Z-82-05-13 - Zoning Map Ordinance No. Z-13-82; Bill No. Z-82-05-12 - Zoning Map Ordinance No. Z-12-82; Bill No. S-82-05-16 - Special Ordinance No. S-98-82 and Bill No. S-82-05-31 - Special Ordinance No. S-97-82 will be available for reading in the following places in Fort Wayne, Allen County, Indiana:
(1) Reference Room in the north end of the main floor in said Downtown Public Library.
(2) The Journal of the Common Council Proceedings in the Office of the City Clerk of Fort Wayne, Indiana.

diane Charles W. Westernman, City Clerk of the City of Fort Wayne, Indiana, fulfilled and posted the above ordinances in the designated places as stated on June 16, 1982.

6-16-23

To JOURNAL-GAZETTE Dr.

FORT WAYNE, INDIANA

County, Ind.

LINE COUNT

Head	number of lines
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100	100

Body	number of lines
1	1
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3	3
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95	95
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97	97
98	98
99	99
100	100

Total number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

104 lines, 1 column wide equals 104 equivalent lines at .300¢ \$ 31.20
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two) 14 extra 7.00

TOTAL AMOUNT OF CLAIM.

DATA FOR COMPUTING COST

Width of single column 9.6 picas

Size of type6.....point

Number of insertions 2

Size of quad upon which type is cast.....6

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date June 23, 1982

Title..... **CLERK**

Form 904

PUBLISHER'S AFFIDAVIT

State of Indiana
ALLEN County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned, **ARVILA DEWALD**, who, being duly sworn, says that she is **CLERK** of the

JOURNAL-GAZETTE

DAILY newspaper of general circulation printed and published
in the English language in the city of FORT WAYNE, INDIANA
town of

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two times.....the dates of publication being as follows: 6/16 - 6/23/82

6/16 - 6/23/82

Subscribed and sworn to before me this 23rd day of June 1902

My commission expires November 29, 1985

[illegible]

Port Wayne Common Council

(Governmental Unit)

To... NEWS-SENTINEL Dr.

Allen

County, Ind

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

1

Body number of lines

101

Tail number of lines

2

Total number of lines in notice

104

COMPUTATION OF CHARGES

104 lines, 1 columns wide equals 104 equivalent lines at 30¢ cents per line \$ 31.20

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two) 14 extra

7.00

TOTAL AMOUNT OF CLAIM.

\$ 38.20

DATA FOR COMPUTING COST

Width of single column 9.6 picas

Size of type.....6.....point

Number of insertions.....2.....

Size of quad upon which type is cast .6.....

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

D. ROOSE

Date June 23, 1982

Title... CLERK

Form 903

PUBLISHER'S AFFIDAVIT

State of Indiana

ALLEN County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned, D. ROOSE, who, being duly sworn, says that she is... CLERK of the

NEWS-SENTINEL

DAILY

a... newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA town of

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for... two times, the dates of publication being as follows: 6/16 - 6/23/82

Subscribed and sworn to before me this

23rd day of June 1982

Anne M. Perkins

Notary Public

My commission expires November 29, 1985

A total of 515 players have entered Men's State Amateur Golf Tournament and 63 of those will seek 17 awards qualifying at Brookwood Monday.

Qualifications will take place around the state to trim the field play begins in the tournament a near Columbus June 28. It will be a hole medal tournament.

Statewide, 503 players will be selections in the field as 12 are exempting. Exempt players include all persons who enter plus the top eight of year's tournament. Included in the Tom Kelley of Fort Wayne who tied year.

Play will begin here Monday of tenth tees at Brookwood at 7 a.m. go 36 holes and in the event of tie

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Open next